



Community Interconnection Agreement Net Metering Service (250KW)

This agreement dated this _____ day of, 20 __, by and between Beartooth Electric Cooperative, Inc. (BEC), and _____, (Members).

Whereas Members own or intend to install and own an Electric Community Generating Facility (Facility) qualifying for Community Net Metering Service as allowed in BEC's current rules, regulations and policies. Prior to installing the community project the plans, specifications and location of the community generation will be reviewed and approved by BEC's engineering team.

Location:

And, whereas Members wish to sell and BEC is willing to purchase energy produced by the Facility; the parties agree:

- 1) **Community Generating Facility:** Members' Facility shall consist of a Community Generating Facility. Said Facility will be interconnected and operated in parallel with BEC's distribution facilities, and is intended to offset part or all of Members' electrical requirements measured by BEC at a single metered facility located at the immediate interconnection point. Billing for community generation will be on a subscribed basis (no dual metering required). All subscribers will share in the energy production of the project and any annual costs associated with the project as dictated by their subscription contract.
- 2) **Term:** This agreement shall commence when signed by both BEC and five or more Members and continue on a month-to-month basis until such time that there is no longer a power purchase agreement between the Facility and the Members.
- 3) **Definition of Terms:**
 - a) **Net Energy:** Is the difference between electricity supplied through the electric grid to Members and electricity generated by the Community Generating Facility and fed back to the electric grid over the applicable billing period.

- b) **Members:** Is synonymous with Members/Generators and means users of a net metering system.
 - c) **Avoided Costs:** Means the wholesale energy component of BEC's current applicable rate.
 - d) **Qualifying Facility:** Means Members' equipment beyond the meter that meets the criteria for service under the Community Generation Policy (BEC Policy MR 419).
- 4) **Measurement of Net Energy:** A meter or meters shall be installed to measure the flow of energy, at the expense of Members. The Members shall be responsible for all other expenses involved in purchasing and installing facilities necessary for the meter installation.
- 5) **Price and Payment:** If the energy supplied by Members to BEC is greater than the energy supplied by BEC to the Members, the energy difference shall show as "banked usage" on the subsequent bill(s). At the end of each yearly billing period, the remaining "banked usage" shall be credited to the BEC Members' account at the avoided cost. The Members facility site will be charged the applicable base fee and energy charges.
- 6) **Interconnection:** Members shall provide, at their sole expense, the interconnection on community generation side of the meter. At Members' expense, BEC shall make reasonable modifications to BEC's system necessary to accommodate Members' Facilities. The cost for such modifications is \$_____, due in advance of construction. The net metering system used by BEC shall include, at Members' expense, all equipment necessary to meet applicable safety, power quality and interconnection requirements established by BEC's electric service requirements, the National Electric Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers and Underwriters Laboratories.
- BEC's written approval of Members' protection-isolation method to ensure the community generator disconnection in case of a power interruption from BEC is required before service is provided under this schedule.
- 7) **Disconnect Switch:** Members shall furnish and install on Members' side of the meter a safety disconnect switch that shall be capable of fully disconnecting the Members' community energy generating equipment from BEC's electric system. The disconnect switch shall be located adjacent to the meter and shall be a visible break type in a metal enclosure which can be secured. The disconnect switch shall be accessible to BEC personnel at all times. BEC shall have the right to disconnect the Facility from BEC's supply at the disconnect switch when necessary to maintain safe electrical operating conditions or the Facility at any time adversely affects BEC's operation of its electrical system or the quality of BEC's service to other members.
- 8) **Functional Standards:** Members shall furnish, install, operate and maintain in good order and repair, all without cost to BEC, all equipment required for the safe operation of the Community Facility in parallel with BEC's system. This equipment shall include, but not be limited to equipment necessary to establish automatically and maintain synchronism with BEC's electric supply and a load break switching device that shall automatically disconnect the unit from BEC's supply in the event of overload or outage of BEC's supply. The Facility shall be designed to operate within allowable voltage variations of BEC's system. The Facility shall not cause any

adverse effects upon the quality of service to BEC's non-generating members.

- 9) **Installation and Maintenance:** Except for metering equipment owned by BEC, all equipment on Members' side of the point of delivery, including any required disconnect switch and synchronizing equipment, shall be provided, installed and maintained in satisfactory operating condition by Members, and shall remain the property and responsibility of the Members. BEC shall bear no liability for Members' equipment or for consequences of its operation or failure to operate properly. For purposes of gathering research data, BEC may at its expense install and operate additional metering and data-gathering devices.
- 10) **Pre-operation Inspection:** Prior to interconnection, the Facility and associated interconnection equipment shall be inspected and approved by the state electrical inspector and any other governmental authority having jurisdiction.
- 11) **Access:** Authorized BEC employees shall have the right to enter the Members' property for the purpose of operating the disconnect switch and meters and making additional tests concerning the operation and accuracy of its meters.
- 12) **Indemnity:** Members agree to indemnify and hold BEC harmless from any and all liability for any and all damages, including attorneys' fees and cost, the Members caused by the operation of the Facility.
- 13) **Enforcement upon default by Members:** BEC shall have the right to specifically enforce the terms of this agreement and collect reasonable attorney fees and costs associated thereto.
- 14) **Merger:** This contract contains the entire agreement between the Members and BEC and may not be changed except by written agreement signed by all parties.

BEC Member Relations Policy No. MR419
AGREEMENT

In witness whereof, Beartooth Electric Cooperative, Inc. and Members have, by their duly authorized representatives, executed this agreement in duplicate as of the day and year first above written.

Members:

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Beartooth Electric Cooperative, Inc.:

By: _____
Title: _____
Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

MEMBER RELATIONS POLICY 419

1. SUBJECT: INTERCONNECTION OF COMMUNITY RESIDENTIAL and COMMERCIAL CUSTOMER GENERATION RESOURCES (250KW Limit)
2. OBJECTIVE: Beartooth Electric Cooperative, Inc. (BEC) recognizes that their commercial and residential members may want to take advantage of community generation resources. This policy outlines the means and requirements for interconnection of this generation with Beartooth Electric Cooperative's distribution lines.
3. POLICY:
 - 3.1. AVAILABILITY AND REQUIREMENTS
 - 3.1.1. When five (5) or more commercial or residential members desire to interconnect to BEC's grid a signed community interconnection agreement outlining specific terms and conditions with BEC is required.
 - 3.2. COMMUNITY GENERATION PROGRAM
 - 3.2.1. Net Metering is defined as the interconnection of member-generation from a distributive source to BEC facilities, in which the generation output of energy not used at the source is netted against the energy delivered by BEC within the following guidelines:
 - 3.2.1.1. Community generation is intended to offset part or all of the participating members' own electrical requirements at their service with a single production meter located at a central site (community generation).
 - 3.2.1.2. Costs associated with interconnecting or administering net metering systems are the responsibility of the members/generators.
 - 3.2.1.3. Charges for energy delivered by BEC in excess of the energy flowed back onto the system by the community generator shall be billed on a monthly basis at BEC's applicable standard commercial or residential service rate schedule for each member.
 - 3.2.1.4. Net electricity produced or consumed during the billing period shall be measured, in accordance with normal metering practices.
 - 3.2.1.5. Price and Payment: At the end of each yearly billing period, if the energy supplied by members to BEC is more than the energy supplied by BEC, members shall be credited (at the avoided cost) for the net energy with the kilowatt-hour credit appearing on subsequent bills.

- 3.2.1.6. BEC requires that a visual disconnect be installed as a protection – isolation method at the metering generating point to give a means of visual open that can be locked during an outage for safety requirements. This visual disconnect will also give the member the necessary protection to isolate their equipment from BEC facilities.
- 3.2.1.7. BEC will inspect the installation prior to energizing and any deficiencies noted by the inspection must be corrected prior to energizing. This inspection will not relieve the members of any liability. BEC reserves the right to inspect the installation at any future time to ensure correct operating parameters.
- 3.2.1.8. The members' system shall be equipped and constructed to automatically disconnect from a de-energized or faulted utility line.

4. RESPONSIBILITY:

- 4.1. The general manager shall ensure a copy of this policy is provided to each member that subscribes to the community generation project.

Adopted: 02/20/2015
Revised 11/24/2015

Attest: /s/
Board President

Attest: /s/
Secretary/Treasurer